DATE: OCTOBER 11, 1990

TO: RUSS KORVOLA

ROLLIE MONTAGNE

FROM: MARY BRUGO

SUBJECT: PCB's T-4

About 9:30 this morning Heidi Pheifer, (x321) Ops assistant for Marine Security called.

1. Regarding small PCB spill at T-4 at about 8:00 last night

- She wanted to verify who Phil Ralston was (T-4 security wanted to know). I explained he was with Hahn & Assoc. Inc. She understands T-4 called Russ last night.
- Spill was cordoned-off (it is near punch bowl by scales).
- 2. Kevin Jones of Jones Oregon (289-9380) wants to know what the disposition plans are for 10, 55-gallon barrels of PCBs marked dangerous and now stored on tailgate side of Matson Warehouse at T-4. Apparently the Coast Guard was out last week looking at these.

I told her I didn't know but that I would pass the information on to Russ Korvola.

She asked we inform Marine Security (they need to be kept informed) and also Jones Oregon about the disposition.

After talking to her it seems that as a matter of protocol ESD should provide security at all our operations a list of our consultants, including pertinent information about the firm. I believe some ESD consultants already have facility ID badges.

TESTING LABORATORY ___

INSPECTOR_

Form No. 806

HRS.



CHEMICAL PROCESSORS, INC.

PORTLAND 5420 North Lagoon Drive Portland, OR 97217 (503) 283-1150

INVOICE

- 1N	VOICE NO.	PAGE
PTD	3059	1.
	11/29/90)
	INVOICE DATE	<u> </u>

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TO

PORT OF PORTLAND ATTN RUSS KORVOLA PO BOX 3529 PORTLAND, OR 97208 PLEASE REMIT TO: CHEMICAL PROCESSORS, INC. P.O. BOX 34137 SEATTLE, WA 98124-1137

> PORT OF PORTLAND PO BOX 3529 PORTLAND, OR 97208

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CHEMICAL PROCESSORS, INC.

PORTLAND 5420 North Lagoon Drive Portland, OR 97217 (503) 283-1150

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WE APPRECIATE YOUR BUSINESS

TERMS Upon Receipt 12/29/90

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SALES TAX	″
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TOTAL	2,186.24
AMOUNT RECEIVED	.00
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Acknowledgement:

Chempro Representative:

Customer Representative:

Title:

Title:

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Redacted

CHENPRO

CHEMICAL PROCESSORS, INC.

Seattle 3400 E. Marginal Way S. Seattle, WA 98134 (206) 682-4898 Fax: (206) 443-8586

Coch 872-8030

Kent, WA 98032
(206) 872-8030

Fax: (206) 395-0377

Bellingham 2032 Humboldt St. Bellingham, WA 98225 (206) 734-7435 Fax: (206) 733-0522 Rortland

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CHEMICAL PROCESSORS, INC.

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Seattle
3400 E. Marginal Way S.
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Fax: (206) 443-8586

Seattle, WA 98032
(206) 872-8030
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Fax: (206) 733-0522

Portland
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Portland, OR 97217
(503) 283-1150
Fax: (503) 289-6568
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CHEMICAL PROCESSORS, INC

DAILY COST SHEET 003769

(206) 682-4898 Fax: (206) 443-8586

5420 N. Lagoon Drive Fax: (206) 395-0377 Fax: (206) 733-0522 Fax: (503) 289-6568

Project No. 904 86 R Date 114 90 Marine Industrial Hazardous Waste Job in Progress Job Complete Manifest # Asbestos UST Other STIL Revise Classification Employee S/T O/T Total Hourly Rate Total Tech KARL KATZEREREE CANS 1015 O.S 34.00 17.00 TECH STAD MULARO OALS O.S 34.00 O.S 34.00 O.S 34.00 TECH STAD MULARO OALS O.S 34.00 O.S 34.00 O.S 34.00 TECH STAD MULARO OALS O.S 34.00 O.S 34.00 O.S 34.00 TECH STAD MULARO OALS O.S 34.00 O.S 34.00 O.S 34.00 O.S 34.00 TECH STAD MULARO OALS O.S 34.00	Contact:	1741				Cus	tomer:	<u> P</u>	ot .	2 4 C	PONTLU	ے ۵ ب
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Seattle 3400 E. Marginal Way S. Seattle, WA 98134 (206) 682-4898 Fax: (206) 443-8586

Kent 20245 76th Ave. S. Kent, WA 98032 (206) 872-8030 Fax: (206) 395-0377

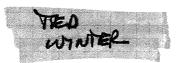
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DAILY COST SHEET

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Humboldt St.	5420 N. Lagoon Drive
ngham, WA 98225	Portland, OR 97217
734-7435	(503) 283-1150
(206) 733-0522	Fax: (503) 289-6568
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Box 3529 Portland, Oregon 97208 503/231-5000 TLX: 474-2039

December 3, 1990

Andree Pollock
Department of Environmental Quality
Northwest Region
811 S.W. 6th Avenue
Portland, OR 97204

UNDERGROUND STORAGE TANK DECOMMISSIONING REPORT, TERMINAL 4

Attached for your review is a report prepared by Hahn & Associates, Inc. (HAI) documenting the decommissioning and removal of an underground storage tank located at the Port of Portland's Terminal 4 facility.

Sampling and analysis of the soils in the excavation indicated no release of gasoline from the tank. Groundwater was not encountered during the decommissioning project. The excavation was backfilled with clean soil and gravel, compacted, and repaved.

If you have any questions, please contact me at 231-5000, extension 608.

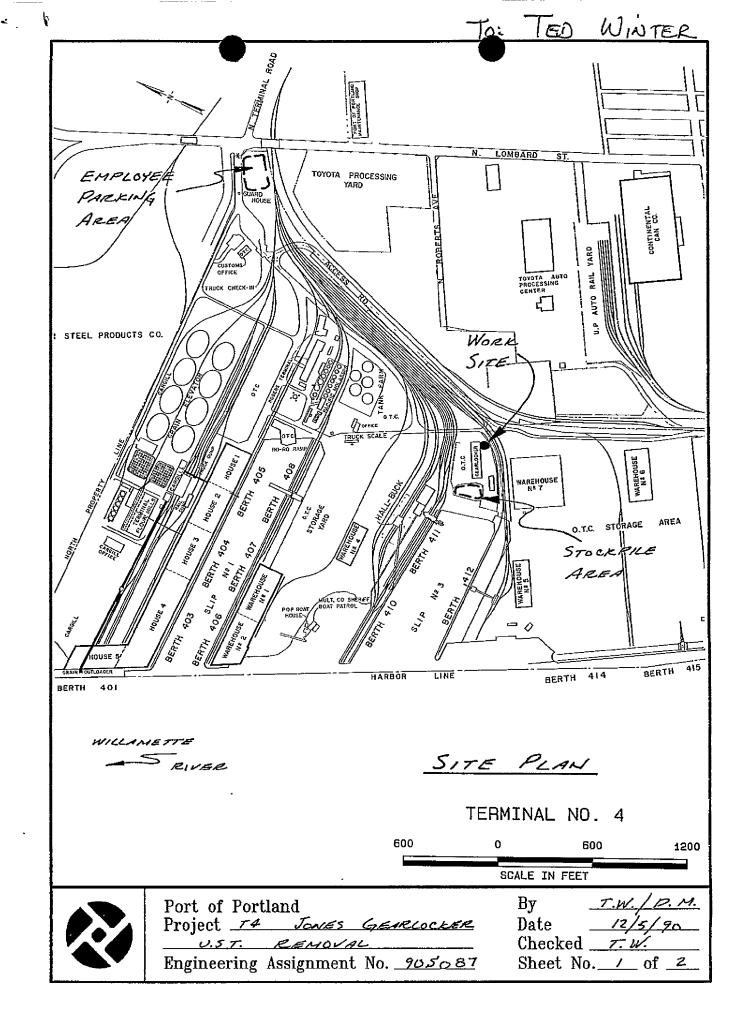
Russ Korvola

Environmental Management Specialist Environmental Services Division

Attachment

\MARINE\4ROGUSTD.L01





K / X

APPROXIMATE
LOCATION OF
TANK 12' LONG
X 4' DIA,

NOTE: MEASURMENTS SHOWN ARE
APPROXIMATE AND WERE
PERIVED BY AN ABOVE
GROUND SURVEY WITH
METAL DETECTION EQUIPHENT.
CONTRACTOR SHALL FIRLD VERIET.

WORK SITE PLAN



Port of Portland
Project <u>TA Jowes Genecockee</u>

<u>UST. REMOVAL</u>

Engineering Assignment No. <u>905087</u>

By 7.w./D.M.Date 1z/5/90Checked 7.w.Sheet No. 2 of 2

CHEMPRO GENERATOR'S WASTE MATERIAL PROFILE SHEET

PLEASE PRINT IN INK OR TYPE

CP#<u>\$56333</u> WASTE PROFILE SHEET CODE

CHEMPRO Facility:	Washougal ISHADED	AREAS FOR CHEMPRO USE O	NLY) CP S	Sales Rep. A1	Kakovic	ń
3. Facility Address: <u>Terry</u> City: <u>Por</u>	winal 4, Pier 2;	PO Box 3529 State Over 3	Λ	<u> </u>	97708	15.46
4. Address: 434 Nu.	hm and Assoc, Ir 16th Avenue, Suite	nc	ing Facility (A, abov	• •	796 - 97209 -	
2. PROCESS GENERA #. Is this waste a Dioxin	Waste of w/ 1,1 ITING WASTE WM_K_NOW Listed waste as defined in 40 CFR a yes, contact your CHEMPRO sales	261.31 (e.g., F020, F021,	F022, F023, F026,			
D. PHYSICAL CHARACTE	RISTICS OF WASTE					
1. COLOR:	2. PHYSICAL STATE @ 70 F: Solid		d N N N N N N N N N N N N N N N N N N N	ic Gravity: :CLANICO -1.2	5. Free Liquid	
6. pH: ⟨□⟨2		38-10 ☐ 10-12.5		5 Range		□ NA
7. Liquid Flash Point:] < 70°F	39°F / 140-199°F-€	∑> 200°F □	None ' 🔲 (Closed Cup 🔲 C	Эрел Сир
E. CHEMICAL COMPOSIT 1. Oil J.J. Tored	loroathane	RANGE MIN MAX. 99 - 99 %	following: 1. EP TOX METAL. Arsenic Barium Cadmium Chromium Lead Mercury Selenium Silver Chromium-Hex	LESS THAN 5 100 3 < 1 4 < 5 4 < 0.2 4 < 1 5 < 5 6 < 5 7 < 5 8 < 5 9 < 5 100 100 100 100 100 100 100 1	or 2.□	Total ACTUAL
Please note: The chemical column must be greater that 2. Indicate if this waste con NONE Of PCB's Cyanides Phenolics Sulfides	tains any of the following:	TOTAL	Copper Kickel Thallium Zinc		☐ < 134 ☐ < 130	n H H

TURN PAGE AND COMPLETE OTHER SIDE

GENERATOR'S WASTE MATERIAL PROFILE SHEET (Continued)

G. OTHER HAZARDOUS CHARACTERISTICS 1. Is this waste a listed solvent waste as defined by 40 CFR 261 31 (F001, F002, F003, F004, or F005)? 2. Does this waste contain greater than 1000 ppm total halogenated organic compounds? 3. Indicate if this waste is any of the following: RCRA Reactive Shock Sensitive Other Water Reactive Pyrophoric Pesticide Manufacturing Waste ☐ Radioactive None of the Above Explosive Flammable Solid H. USEPA/STATE INFORMATION No 2. USEPA Hazardous Waste Number(s): 1. USEPA Hazardous Waste? No 3. State Hazardous Waste? 4. State Hazardous Waste Number(s): I. SHIPPING INFORMATION 2. CERCLA Reportable Quantity (RQ): 1. Is this a DOT Hazardous Material? Drum (Type/Size): 17-6, 55 goll Other: Bulk Liquid Bulk Solid 3. Method of Shipment: 5. Anticipated Annual Volume/Units: _ 4. Amount to ship now / units US DOT DESCRIPTION: ORM-E 10. ADDITIONAL DESCRIPTION 8. HAZARD CLASS TOG spilled, use absorbing material J. SPECIAL HANDLING INFORMATION Additional Page(s) Attached K. GENERATOR CERTIFICATION I hereby certify that all information submitted in this and all attached documents contains true and accurate descriptions of this waste material, and all relevant information regarding known or suspected hazards in the possession of the generator has been disclosed. Classification

Redacted



December 6, 1990

Phil Ralston
HAHN & ASSOCIATES INC.
434 N.W. Sixth Ave. Ste. 203
Portland, OR 97209-3600

RE: PORT OF PORTLAND T-4

Dear Phil:

Effective January 5, 1991, prices for waste received under the attached profiles will be adjusted. These price changes are a result of a combintion of cost increases including:

- direct cost increases in treatment and handling of your hazardous wastestreams.
- EPA and DOE changes effective August 8, 1990.
- price increases from major disposal sources.

While some of our hazardous waste treatment costs have increased, we continue to work to find new treatment alternatives to minimize the effect of cost increases. In fact, a number of prices will not be increased and some will even be reduced.

All active profiles for your firm, with their adjusted prices and expiration dates, are listed on the enclosed notification. These prices will become effective January 5, 1991 and will remain in effect until the listed expiration date, unless you receive a new price change notification.

Please review this notification carefully. If you feel an error has been made, contact your sales representative at (206) 835-8743. We at CHEMPRO appreciate your continued confidence in our management of your hazardous waste requirements.

Respectfully yours,

Alan C. Kakovich

Division Sales Manager

ACK:em Enclosure

CHEMICAL PROCESSORS, INC. WASHOUGAL SALES OFFICE

P.O. Box 229 • Washougal, Washington 98671 • (206) 835-8743 • FAX: (206) 835-8872

Redacted

OFFICIAL NOTIFICATION

December 6, 1990

In accordance with Section E of our Waste Management and Transportation Agreement, CHEMPRO is required to notify our customers 30 days in advance of any price change as set forth in Exhibit B of our supplement. This serves as the notice that the disposal prices listed below will become effective January 5, 1991 and remain in effect until the expiration date of the profile, unless you receive another price change notification.

To comply with The Chempro Waste Analysis Plan, as required by the Washington State Department of Ecology, all profiles must be recertified on an annual basis instead of a biannual one. The expiration date of profiles approved in 1990 has been changed from 1992 to 1991.

GENERATOR: HAHN & ASSOCIATES INC.

Profile # New Price Expiration

56333 \$125.00/Drum 08/91

Profile Fees \$150.00/each

1991 Hazardous Waste Status Determination (pounds of bazardous waste manifested per month by facility)

10 ==	V			~		is the same of the	FAC	ILITY		· ·	<i>i</i>			I/
Month	PDX Maint.	PDX Fire	PTA	PHA	PMA	Т-2	T-4	T-4 Maint	T-5	T-6	PSY	Nav./ Dredge	Property	PO Bid
January	131 lbs. CEG	Udir GBB	0 Bel CEG	ilde. CEG	Opinio Opinio		660 lbs. SQG	90 lbs. CEG			U De CREC	6 bs. CEG	GEG.	
February	6 lie CEG	obs CEG	a Ls CEG	O EE	e bs. CRG	Ollic CD G	Gib. CEG	O lbs. CEG	One CBC	0 lbs CRG	00m CRG	e ile CBG	Olla. Clada	0 lb
March	131 lbs. CEG	olbs. CEG	0 lba CBG	ook Ekk	OBG.	GRE CEG	374 lbs. SQG	Olbs. CEG	0 Be	516 lbs. SQG	Olba CRG	ous CBG	Olba CKG	0 lb 6 &
April	Olin. CEG	0 Jks	6 lbs CEG	Olis CEG	10.7	Ollis :	0 be. CKG	Olbs. CRG	6 Ba CEG	86 lbs. CEG	0 lbs. CEG	0 lbs. CEG	0 lba CEG	Olb CE
May	2,379 lbs. LQ G	Olas.	oile. CEG	O Bac CBG	O libit.	0 ths	0 lbs. CEG	913 lbs. SQG	0 Ba	0 ib≤ CBG	1,577 lbs. SQG	0 ibs. CBG	Olba CEG	O Ib
	Olba. CEG	olbs CRG	0 bs. CEG	0∦s CE:G	Dibs CRC	A	913 lbs. SQG	O in CRG	0 bs CEG	479 lbs. SQG	othe CEG	or. Cec	O jpg CBG	O II CP
July	217 lbs. CEG	Otto. CEG	0 lbs. CEG	0 Bc 0 B G	ous. CBG	O lbs. CEG	Olive CRG	OTING CRE	olk. CEG	262 lbs. S Q G	oge.		Olis CKG	o i
August	131 lbs. CEG	olls CEG	Olic CEG	OBS CRG	OE.	Obs. CEG	Olla. EBG	Olis. CRG	0 be CEG	688 lbs. S QG	Olls. CEG	ons CE6	OBG	982 SQ
	Olisi CEG	Olle CEG	0 ba CEG	016. 6366	oabs GBG	obs CEG	0 % 0 8 6	81 lbs. CEG	0 lbs CBG	Oth. CEC	ors Cres	Olis. CPG	OB. CEG	O lb C F
October	303 lbs. SQG	e bs.	Obs. CEG		ons CRC	200000000000000000000000000000000000000	0 lbs. UEG	Ch. CKG	OB. CRG	131 lbs. CEG	112,300 lbs. L QG	Olba CRG	Ollis CBG	O III
November		O'llus,	Uls CEG	0 bs. CEG		Olks.	0 Be CEG	Olis. CEG	Olbs. CEC	434 lbs. SQG	71,442 lbs. LQG	O Ess. CE G	0 bs CEG	0 ib CE
December	131 lbs.	0 lbs. CRG	457 lbs.	ots. CRG	O Hist	0 lba.	0 lks. CEG	0 bc. CEG	0 ibs. CEG	131 lbs. CEG	1,343 lbs. SQG	0 %s. CEG	0 lbs. CRG	0 lb
Status for 1991 HWR and TUR	LQG	CEG	sqg	CEG	CEG	CEG	sqG	seg	CEG	SQG	LQG	CEG	CEG	S

CEG - Conditionally Exempt Generator

SQG - Small Quantity Generator

LQG - Large Quantity Generator

HWR - Hazardous Waste Reports

TUR - Toxic Use Reduction Reports

0 lbs

EEC Shaded areas indicate months of no hazardous waste manifestation

Al Dieter

The Port of Portland P.O. Box 3529 Portland, Oregon 97208

January 2, 1991

41

REQUEST FOR BIDS
TERMINAL 4
JONES GEARLOCKER
UST REMOVAL
PROJECT NO. 51261-509
ENGINEERING ASSIGNMENT NO. 90S087

Description of Work:

Removal of a 1,000 gallon underground waste oil storage tank at Terminal 4, excavation, backfill, asphalt patching, and, if required, disposal of contaminated soil.

Enclosed are the contract documents for the subject work. You are invited to submit a bid for this work.

A prebid conference will be held at 10 a.m. on January 7, 1990, at the Marine Facility Maintenance Building, 10801 N. Lombard to discuss all phases of the work.

Bids must be submitted on the attached Bid Form and received by The Port of Portland, Contracts and Procurement, 700 N.E. Multnomah Street, 15th floor, Portland, Oregon, by 5 p.m. January 11, 1991. Submittal by FAX to No. 231-5480 is acceptable.

Bidders are required to be registered with the State of Oregon Construction Contractors Board, pursuant to ORS 701.055 (1), prior to submitting a bid.

Bids may be rejected if not in compliance with bidding procedures and requirements. Any or all bids may be rejected if in the public interest to do so.

Direct technical questions to the Project Engineer, Ted Winter, (503) 231-5000, Extension 396.

Ron Stempel

Manager

Contracts and Procurement

Enclosures: Contract Documents (including the Bid Form)

2303S

THE PORT OF PORTLAND P.O. BOX 3529 PORTLAND, OREGON 97208

TERMINAL 4 JONES GEARLOCKER UST REMOVAL

BID FORM

The bidder submits and proposes the following unit bid prices, to wit:

BID ITEM NO.	NAME OF BID ITEM	ESTIMATED QUANTITY	<u>UNIT</u>	UNIT <u>BID</u>	AMOUNT <u>BID</u>
1	Underground Storage Tank Removal		L.S.		······································
2	Removal and Stockpiling of Contaminated Soil (only required if contaminated soil is encountered	100	C.Y.		
	TOTAL AMOUNT BID (BASIS OF AWARD):				\$

Within 10 days after Notice of Award indicating acceptance of the bid by the Port, the successful bidder shall execute and deliver the Agreement and the Performance and Payment Bond to the Port. The Performance and Payment Bond shall be for the total amount bid. The Agreement and the Performance and Payment Bond shall be on the forms provided by the Port.

The bidder hereby acknowledges receipt,, to these contract do		,
State of Oregon Construction Contractor (Required for Bidding)	rs Board Registration No	
CONTRACTOR:		
Signature	_	
Name (typed)	-	
Address:		
Telephone Number:	_	

AGREEMENT

Agreement Number

THE PORT OF PORTLAND
P. O. BOX 3529
PORTLAND, OREGON 97208

TERMINAL 4 JONES GEARLOCKER UST REMOVAL

THIS AGREEMENT made and entered into this day of,
19, by and between The Port of Portland, a municipal corporation
of the State of Oregon, hereinafter called "Port," and
of
hereinafter called "Contractor."

WITNESSETH:

That Contractor in consideration of the covenants, agreements and payments to be performed and made by Port, hereby covenants and agrees to provide all necessary labor, materials, transportation, equipment, and other means required to execute, construct and furnish in full compliance with the contract documents, in an expeditious, substantial and workmanlike manner, the work and material hereinafter particularly described:

TERMINAL 4 JONES GEARLOCKER UST REMOVAL

Contractor promises that all work shall be substantially completed 30 days after authorization to commence work. The Contractor agrees to pay, as liquidated damages to the Port for any delay, the sum of \$150 per day for each day of delay beyond the substantial completion date so promised.

Contractor must obtain the prior written consent of Port to any proposed assignment of any interest in or part of this Agreement. Such consent shall be at the sole discretion of Port.

2303S

Agreement - Page 1 of 2

Under the same date as this Agreeme with corporate surety bonds with as surety in the amount of This bond shall insure complete per Agreement in accordance with all of	formance by Contractor of this							
Contractor agrees to diligently pro tance and to accept as full payment in the Bid; and Port agrees to make amount, and upon the terms and cond	hereunder the amounts specified payments, at the time, in the							
Contractor agrees to comply with all federal and state laws and regulations regarding nondiscrimination in employment, employee benefits and facilities.								
IN WITNESS WHEREOF, the parties her be duly executed:	eto have caused these presents to							
CONTRACTOR	THE PORT OF PORTLAND							
(Full Name of Corporation)	Executive Director							
BY: (Signature)	Approved as to Legal Sufficiency:							
NAME: (Print)	Counsel for Port of Portland							
TITLE:								

Document 00,600 Performance and Payment Bond

THE PORT OF PORTLAND

KNOW ALL MEN BY THESE PRESENTS: We
as Principal and, a corporation
authorized to transact a surety business in the State of Oregon, as
Surety, are jointly and severally held and bound unto THE PORT OF
PORTLAND, a port district, in the sum of
The condition of this bond is such that, whereas on the
day of 19 the said
NOW, THEREFORE, this obligation under the Agreement shall become null and void if the Principal, within the time prescribed and during the life of any guaranty: (1) observes and complies with the terms, conditions and provisions of said Agreement in all respects, including those listed in ORS 279.310 to 279.320; (2) performs all matters and things specified on shown within the time prescribed or as extended; (3) defends, indemnifies, saves, and holds harmless THE PORT OF PORTLAND, its Board of Commissioners, officers, agents, and employees; (4) makes payment promptly to all persons supplying labor or materials to the Principal or the Principal's subcontractors for prosecution of the work; (5) makes payment promptly of all contributions due for workers' compensation insurance and the State Unemployment Compensation Fund from the Principal or the Principal's subcontractors in connection with prosecution of the work; (6) pays the Department of Revenue all sums required to be deducted from the wages of employees of the Principal and the Principal's subcontractors pursuant to the Personal Income Tax Act of 1969; and (7) performs and fulfills all provisions of any extensions and modifications authorized by THE PORT OF PORTLAND, with or without notice to the Surety, which is expressly waived; otherwise it remains in full force and effect. By issuing this bond, the Surety agrees to be bound by the arbitration provisions of the Contract Documents.
IN WITNESS WHEREOF, the Principal and Surety herein have caused this
bond to be signed and sealed this day of 19
DDINGIDAL.
PRINCIPAL:
Signature:
SURETY COMPANY:
Attorney-in-Fact:
Address:
Telephone Number:
P&PBOND.990 00.600-1

T4T900001641

GENERAL CONDITIONS

A. Definitions

Addenda - Written or graphic instruments issued prior to bid opening which clarify, correct or change the bidding documents or the Contract Documents.

Change Order - A written order to CONTRACTOR issued by ENGINEER authorizing an addition, deletion, or revision in the work, or an adjustment in the contract price or the contract time issued after the effective date of the purchase order.

Construction Contract Manager - The authorized representative of ENGINEER who is assigned to the work.

Contract Documents - CONTRACTOR'S signed bid, including any documentation accompanying the bid, these General Conditions; Drawings; Specifications; and Addenda.

CONTRACTOR - The person, firm or corporation with whom PORT has contracted with in the form of a purchase order

Day - A calendar day of 24 hours measured from midnight to the next midnight.

Day, business - Monday through Friday when PORT offices are open for business.

ENGINEER - The individual specified in writing by PORT to act as such under this purchase order, acting directly or through an assistant or representative.

Submittals - All brochures, diagrams, drawings, illustrations, instructions, performance charts, schedules, and other data which are specifically submitted by CONTRACTOR to illustrate some portion of the work.

B. Execution and Submission of Bid

- 1. Bids will be received in accordance with instructions in the cover letter.
- 2. When the bid form provides for writing the bid price in words and numerals, the price as written in words shall govern over the price written in numerals.
- 3. In the case of unit bid prices, if there is a conflict between the amount bid and the product of the estimated quantity and the unit bid price, the unit bid price shall prevail and the corrected product will be used in computing the total amount bid.

C. Contractor's Responsibilities

- Scope: CONTRACTOR shall, in consideration of payment(s) to be made by PORT, provide all necessary labor, materials, transportation, equipment, incidentals, and other means required to complete the work in accordance with the requirements of the Contract Documents.
- 2. License Requirement: CONTRACTOR and subcontractors shall be licensed to do work in the appropriate jurisdiction.
- Insurance: CONTRACTOR shall hold The Port of Portland, its commissioners, directors, officers, employees, and agents harmless from and against any and all liability, or claims of liability, which may be asserted against PORT on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss to property, however caused, arising out of or in any way connected with, directly or indirectly, the execution of this purchase order. CONTRACTOR shall maintain commercial general liability and automobile liability insurance protection against any and all claims for damages to persons or property which may arise out of operations under this purchase order, whether such operations be by himself or a subcontractor or by anyone directly or indirectly employed by either of them. Such insurances shall be in an amount of not less than \$1,000,000 combined single limit for property damage and bodily injury. Such insurance shall name PORT as additional insured with respect to work performed under this contract. Two certificates of such insurance, issued by an insurance company licensed to do business in the State of Oregon, shall be filed with PORT before commencing the work and shall be subject to the review and approval of PORT.
- 4. Kind and Quality of Materials: All materials incorporated into the work shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials. Satisfactory evidence may include reports of required tests. All materials shall be of good quality.
- 5. Acts and Omissions: CONTRACTOR is responsible for the acts and omissions connected with the work of persons directly or indirectly employed, including subcontractors and their employees.
- 6. Labor Relations: CONTRACTOR shall be responsible for labor relations and seek to adjust disputes between himself and his employees. Any labor dispute arising from this contract that causes a disruption of PORT operations shall be to the account of and the responsibility of CONTRACTOR.
- Labor, Materials, and Services:
 - a. In accordance with the provisions of Oregon Revised Statutes (ORS 279.312), it is agreed that CONTRACTOR shall make payment promptly as due to all persons supplying to CONTRACTOR labor or material for the prosecution of the work provided for herein.
 - b. To the extent required by Oregon law, CONTRACTOR shall comply with the terms of the Workers' Compensation laws and the Unemployment Compensation laws. Before commencing work, CONTRACTOR shall provide PORT with evidence in duplicate of his compliance therewith. CONTRACTOR shall pay all contributions or amounts due for workers' compensation insurance.
 - c. CONTRACTOR shall not permit any lien or claims to be filed or prosecuted against PORT on account of any labor or material furnished.

- d. CONTRACTOR shall pay to the State Tax Commission all sums withheld from employee pursuant to ORS 315.575 to 316.575.
- e. Pursuant to ORS 279.314, it is agreed that if CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR by any person in connection with this purchase order as such claim becomes due, the proper officer or officers representing PORT may pay such claim to the person furnishing the labor service and charge the amount of the payment against CONTRACTOR. The payment of a claim in the manner authorized in this paragraph shall not relieve CONTRACTOR or his surety from its obligation with respect to any unpaid claim.
- f. Pursuant to ORS 279.316, it is a condition of this agreement that no person shall be employed by CONTRACTOR for more than 8 hours in any one Day, or 40 hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of 8 hours a Day and for work performed on Saturdays and on any legal holiday specified in ORS 279.334.
- g. Pursuant to ORS 279.320, it is an express condition of this agreement that CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such CONTRACTOR, of all sums which CONTRACTOR may or shall have deducted from the wages of his employees for such services pursuant to the terms of ORS 655.010 to 655.160, and any contract entered into pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

PARAGRAPHS h, i, AND j DO NOT APPLY WHEN THE CONTRACT AMOUNT IS LESS THAN \$10,000

- h. All workers covered under the provisions of this paragraph shall be paid not less than the prevailing hourly wage rates specified by the State of Oregon Bureau of Labor and Industries (copies available at PORT offices). Such hourly wage rates, which must be paid to workers in each trade or occupation required under this contract, either by CONTRACTOR or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated, is hereby specified to be those hourly wage rates which are not less than the prevailing wage rates as defined in ORS 279.348 to 279.356.
- i. If any dispute arises as to what is the prevailing wage rate for the same trade or occupation and cannot be settled between CONTRACTOR and PORT, the dispute shall be referred to the Commissioner of the Bureau of Labor, who shall determine the prevailing wage rate for the same trade or occupation in the locality.
- j. Before payment is made of any sum due on account of this agreement, CONTRACTOR or his surety and every subcontractor or his surety shall file a statement with the Port of Portland and the State of Oregon in writing, in a form prescribed by the State of Oregon Bureau of Labor and Industries, certifying the hourly wage rate paid each classification or worker employed by him upon this work has been paid not less than the prevailing wage rate or less than the minimum hourly wage rate specified in the contract which certificate and statement shall be verified by the oath of CONTRACTOR or his surety or subcontractor or his surety that he had read such statement and certificate and knows the contents thereof and that the same is true to his knowledge (instructions and forms follow).

D. Engineer's Status During Construction

ENGINEER will decide any and all questions which arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of said work. He will decide all questions which may arise as to the interpretation of the Contract Documents relating to the work, and the fulfullment of the purchase order on the part of the successful bidder.

E. Change of Contract Price or Time

- Without invalidating the purchase order, PORT may at any time order additions, deletions, or revisions in the work by Change Order.
- If any Change Order causes an increase or decrease in the contract price, an equitable adjustment will be made on the basis of a fixed price quote or time and materials, as requested and approved by the Engineer.
- If any Change Order causes an extension or shortening of the contract time, an equitable adjustment will be made in the completion time specified.
- Upon receipt of a Change Order, CONTRACTOR shall proceed with the work involved. All such work shall be executed under the
 applicable conditions of the Contract Documents.

F. Terminate the Work

It is an express condition of this purchase order that said work may be canceled at the election of PORT for any willful failure or refusal on the part of CONTRACTOR to faithfully perform the work in accordance with the Contract Documents.

G. Payments to Contractor

Progress payment(s) may be made, at the option of ENGINEER. Application for final payment shall be accompanied by full waiver of liens for materials and labor from subcontractors and suppliers for the work. (Lien Waiver form is available from the Engineer).

Nureau of Labor and Industries Wage and Hour Division PAYROLL
(For Contractor or Subcontractor's Use; See Instruction, Form WH-38A (3/84))

Payroll and Certified Statement Form - For Use in Complying with ORS 279.354

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ERTIFIED STATEMENT

CENTIFIED STATEM	<u> </u>							
(Name or signatory party) (Italian	 (4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRET In addition to the basic hourly wage rates paid to each worker 1 in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. (b) WHERE FRINGE BENEFITS ARE PAID IN CASH Each worker listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as not in Section 4(c) below. (c) EXEMPTIONS 							
raid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said	EXCEPTION (CRAFT) EXPLANATION							
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(Contractor, subcontractor or surety)								
from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as specified in ORS 652.610, and described below:								
	REMARKS							
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for workers	true to my knowledge.							
contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each worker conform with work performed.	NAME AND TITLE SIGNATURE							
(3) That any apprentices employed in the above period are duly registered in bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.	Contractor Supcontractor Surety							
FORN WH-38 (3/84)	bureau of Landi and Industries, 1400 SW Firth Ave., Colliand, OK 37201							

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BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

INSTRUCTIONS FOR COMPLETING PAYROLL AND CERTIFIED STATEMENT FORM, WH-38 (Rev 3/84)

General: This form meets needs resulting from the 1983 amendments to the Prevailing Wage Rate Law. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Bureau of Labor and Industries, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

This form provides for the contractor's showing of the payroll and all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the certified statement that he/she is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the form follow:

Fill in all boxes at top of form. Be sure to enter the date the contract was first advertised for bid by the contracting agency. This date should appear on the bid documents.

<u>Column 1 - Name, Address, and Social Security number of Employee:</u> The employee's full name must be shown on each payroll submitted. The employee's address must also be shown on the first payroll submitted. The address need not be shown on subsequent payrolls unless the address changes. Although not required, space is available in the name and address section so that Social Security numbers may be listed.

<u>Column 2 - Withholding Exemptions</u>: This column is merely inserted for the employer's convenience and is not a requirement.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Include group number when appropriate. Consult classifications and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 - Hours Worked: Enter as overtime hours all hours worked in excess of 8 hours per day, all hours worked on Saturday and Sunday and hours worked on legal holidays as defined in ORS 279.334.

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$12.50/2.35. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. Payment of not less than time and one half the basic or regular rate paid is required for overtime under ORS 279.334. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS -- Contractors who pay all required fringe benefits: A contractor who pays tringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Commissioner of the Bureau of Labor and Industries shall continue to show on the payroll the basic cash hourly rate and overtime rate paid to employees. Such a contractor shall check paragraph 4(a) of the Certified Statement to indicate that he/she is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the Certified Statement to indicate that he/she is paying fringe benefits in cash directly to employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination required is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he/she is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on the project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the project and then the gross amount earned on all projects, thus \$63.00/120.00.

Column 8 - Deductions: Four columns are provided for showing deductions made. If more than four deductions should be involved; use first 3 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of ORS 652.610. If the employee worked on other jobs in addition to this project, show actual deductions from gross wage, but indicate that deductions are based on gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Certified Statement Required by ORS 279.354: While this form need not be notarized, the Certified Statement is subject to the penalties provided by ORS 279.990. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the Statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the Statement.

SUPPLEMENTARY CONDITIONS

A. General

- These supplements modify, delete from, or add to the General Conditions.
- 2. Where an article, paragraph, or clause of the General Conditions is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, or clause remain in effect.

B. Extended Insurance Coverage

 See the General Conditions (Page GC-1), Item C, Paragraph 3. In addition to the standard coverages afforded by the commercial general liability policy specified, coverage shall be extended to include explosion, collapse, and underground hazards.

C. One-Year Correction Period

- 1. If any Work is found to be defective:
 - a. Within one year after the date of Final Acceptance.
 - b. Or such longer time prescribed by law.
 - c. Or by the terms of any special guaranty required by the Contract Documents.
 - d. Or by any specific provision of the Contract Documents.

CONTRACTOR shall correct such defective Work:

- a. Promptly.
- b. Without added cost to PORT.
- c. In accordance with ENGINEER's written instruction.
- Or if it has been rejected by ENGINEER:
- a. Remove it from the site.
- b. Replace it with nondefective Work.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, PORT may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

2303S

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

Section 01.010 Summary of Work

010.01 <u>Scope</u>

A. The work includes but is not limited to: Excavation and removal of a 1,000 gallon underground waste oil storage tank at Terminal 4, backfill, asphalt patching, and, if required, disposal of contaminated soil. Port will ensure tank is essentially empty prior to start of work.

010.02 <u>Completion Time</u>

A. Contractor shall contact Engineer to gain authorization to commence work. All work shall be substantially completed 30 days after authorization to commence work. The Contractor agrees to pay, as liquidated damages to the Port for any delay, the sum of \$250 per day for each day of delay beyond the substantial completion date so promised.

010.03 Drawings

A. See drawings attached to the end of these specifications.

010.04 <u>Inspection of Work Area</u>

A. Contractor shall carefully examine the work area and satisfy him/herself as to the conditions of the work involved and the quantities of materials required for the performance of the work.

010.05 <u>Verification of Measurements</u>

A. Contractor shall verify all elevations and measurements and shall be responsible that executed dimensions fit actual conditions, regardless of the drawings, and shall report any discrepancies to Engineer before proceeding with the work. Contractor will not receive extra compensation for verification of measurements or for any labor or material expended on account of such differences.

010.06 <u>Disposal</u>

- A. Dispose of waste material off Port property and in accordance with applicable State, Federal, and local regulations. Disposal must be documented as specified in Section 02.085, Article 3.05.
- B. Burning or burying of waste material within the excavation or any other Port property is not permitted.
- C. Disposal of waste material within a river, stream, wetland, or other waterway or waterfront is not permitted.

010.07 Release of Petroleum Products, Paint, and Other Contaminants

- A. Protect against and prevent the entry of petroleum products, paint, and other contaminants into a waterway (including river, stream, slough, wetland, etc.) storm sewer, sanitary sewer, or other drain system or onto a land area.
- B. In the event of a spill into a waterway or drain system or onto a land area, immediately contain and remove the spilled material. Indemnify the Port from loss or expense as a result of such spill for which the Contractor is responsible.

010.08 Notification

- A. Immediately notify the Engineer of a spill and the action taken to contain the spill. Also, see "Release of Petroleum Products, Paint, and Other Contaminants".
- B. Immediately notify the Engineer if soil contamination is discovered which indicates a release of petroleum products, paint, or other contaminants to the environment.

010.09 <u>Uniform Building Code</u>

A. Work shall conform to the latest adopted edition of the Uniform Building Code, as enforced by the City of Portland Bureau of Buildings.

010.10 Progress Meetings

A. Job meetings may be held between Contractor and Engineer. The time and place of the meetings will be established by Engineer.

END OF SECTION

2303S

Section 01.025 Measurement and Payment

025.01 <u>Incidental Work</u>

A. Consider work not listed, but necessary to complete the work, as incidental. Each bid item has incidental work associated with it. Some of the incidentals are identified. However, the list is not complete. This does not relieve the Contractor from the responsibility for completing the incidental work. Incidental work includes, but is not limited to, compacting, grading, hauling, mixing, placing, shaping, and watering, as specified.

025.02 <u>Truck Measure Delivery Tickets</u>

A. Where items are paid by truck measure, each haul unit shall be measured by the Engineer and the Contractor jointly to determine the struck volume. Give each haul unit a unique number which is clearly shown on the unit. Submit a delivery ticket to the inspector for each load. Payment will only be made for material accounted for on a delivery ticket. Delivery tickets shall state project name, product delivered, haul unit number, date and time of delivery, and driver's name and signature. Heap loads to the satisfaction of the inspector to assure that delivered volume is equal to the struck volume as measured by the Engineer and the Contractor.

025.03 Bid Items

A. Payment constitutes total compensation for furnishing materials; for preparation of these materials; and for labor, equipment, tools and incidentals necessary to complete the work as specified and shown on the drawings. Measurement will not include unauthorized work performed beyond the design limits. Replace material removed without authorization at no added cost to the Port. The method of measurement and the basis of payment for bid items will be as follows:

Bid Item <u>Description</u>

1 <u>Underground Storage Tank Removal</u> - L.S.

A. Payment will be made at the contract lump sum price for the removal of the underground storage tank as shown on the attached drawings. The price includes the cost of bituminous material, pavement sawcutting, pavement removal & disposal, tack and aggregate base course, excavation, shoring, unsuitable but uncontaminated material disposal, backfill, tank disposal, and salvage of materials where required.

2303S 01.025-1

- 2 Removal and Stockpiling of Contaminated Soil C.Y.
 - A. Pay quantity will be the number of cubic yards, truck measure, of contaminated material removed and stockpiled at the designated location. The price includes excavation, shoring, hauling, stockpiling, plastic sheeting, and backfilling with clean material. This bid item is effective only if contaminated soil is discovered.
 - B. Payment will be made at the contract unit price per cubic yard.

END OF SECTION

Section 01.040 Scheduling and Coordination

040.01 Port Operations

- A. Contractor shall work in coordination and cooperation with Port and other Contractors so that normal operations may be carried on without interruption.
- B. Port operations may require that certain of Contractor's operations be scheduled around Port activities. Certain areas of work may be required to be bypassed and accomplished when Port operations permit.

040.02 Port Tenants

- A. Contractor shall coordinate the work with Port tenants through Engineer. Special attention shall be given to avoid interfering with tenant operations.
- B. Some of Contractor's work may need to be scheduled around tenant activities or done on swing or graveyard shifts, or weekends and holidays.

040.03 Contractor's Schedule

A. Allow time on the anticipated work schedule for sample testing and analysis. Turn-around time for the initial sample will typically be 1 day. Turn-around time for analysis of contaminated samples will typically be 1 week to 10 days.

040.04 Other Contractors

- A. Port reserves the right to award other contracts for work in the vicinity of work covered by this contract.
- B. The various Contractors and Engineer will mutually establish a schedule of construction for the use of common work areas.

END OF SECTION

Section 01.300 Submittals

300.01 Other Submittals

Other submittals include but are not limited to:

Section 01.025: 025.02

01.460: 460.01

01.700: 700.02

02.085: 1.04, 3.02, 3.06

END OF SECTION

2303S

Section 01.400 Quality Control

400.01 <u>Inspection and Testing</u>

- A. No work shall commence or be covered until approved by Engineer.
- B. Unless otherwise specified, acceptance tests called for in the specifications or deemed necessary by Engineer will be performed by Port or its authorized representative.
- C. Prior to initiating acceptance testing by Engineer, it shall be the responsibility of Contractor to provide "check" testing to monitor construction methods and progress to assure work acceptability. Include "check" testing costs in the price(s) bid; no separate payment will be made for this work.
- D. Acceptance testing by Engineer will be initiated by Contractor's request for approval. Engineer will have the right to perform testing at any time prior to acceptance testing.
- E. Acceptance testing by Engineer may include, but is not limited to, thickness, compaction, density, materials, and composition, or as otherwise required.
- F. Results of Engineer's testing for acceptability will be made known to Contractor as soon as practical.

 However, it remains the responsibility of Contractor to obtain the specified requirements at all times, and any delay in advising Contractor of test results shall not act as a waiver of this responsibility.
- G. Tests for acceptance which fail to meet the specified requirements may be retested by Port after remedial action. Cost of retesting will be borne by Contractor.
- H. Furnish, for approval or testing by Engineer whenever requested, samples of material as directed. These samples shall be completely representative of the materials or products proposed to be used in the work.
- I. Upon completion of laboratory testing of materials, the results of the tests will be used as a basis for acceptance or rejection in accordance with the specifications for the particular material.

Section 01.460 Permits

460.01 Permits

The procedure for obtaining permits shall be as follows:

- A. The Port will submit to federal, state, and local units of government all calculations, drawings, and the contract manual required for review and checking for purposes of obtaining permits.
- B. The Port will obtain all permits from units of government, except those permits customarily issued only to the Contractor. The Contractor shall obtain permits no later than 7 calendar days after being advised by the Port permits are ready to be issued.
- C. The Port will reimburse the Contractor for fees paid to local units of government for required permits.
- D. The Contractor shall bear all costs and charges imposed by units of government for such items as duties, taxes, assessments, licenses, and approvals.
- E. The Contractor shall give all notices, as regards permits, for inspection necessary and incidental to the due and lawful prosecution of the work.
- F. The Contractor shall submit to the Port a legible copy of certificates of approval and/or certificate of occupancy issued by the responsible unit of government.

500.01 <u>Temporary Utilities</u>

- A. Contractor may use water and electric power from existing facilities at no cost.
- B. The Contractor shall maintain any temporary facilities in a safe and proper manner and completely remove from the site prior to final acceptance.
- C. Labor and equipment for temporary lines and services shall be supplied by Contractor at no added cost to Port.

500.02 <u>Existing Utilities</u>

- A. Contractor must comply with the provisions of ORS 757.541 to 757.571, Excavation Regulation. In the event excavation is being performed by subcontractor(s), Contractor shall require such subcontractor(s) to comply with the law. These provisions include:
 - 1. Notification of all owners of underground facilities in the area of the proposed excavation, at least 48 business day hours, but not more than 10 business days, before commencing an excavation. (A "business day" means any 24-hour day other than a Saturday, Sunday or federal, state, or local legal holiday.)
 - 2. Notification shall include date, location, and depth of the proposed excavation; the type of work to be performed; and a request that underground utilities be marked.
 - 3. The Contractor shall not commence excavation until a response is received from each owner of underground facilities in the area of the proposed excavation, or until 48 business day hours have elapsed from the time of notification.
- B. Contractor shall protect existing utilities, and other public and private facilities and improvements which are to remain in place, from damage in the course of the work.
- C. Any shutdown of utilities shall be done only when such shutdowns will not interfere with Port or tenant operations, and scheduling of such shutdowns shall be with Engineer.

- D. In the event of interruption to utility services as a result of work performed under this contract, Contractor shall promptly notify the proper authority, cooperate with the said authority in restoration of service as promptly as possible, and bear the costs thereof.
- E. Contractor shall repair damages resulting from the execution of this contract prior to final acceptance. Repairs shall be subject to approval of Engineer.

500.03 <u>Sanitary Facilities</u>

A. Toilet facilities will be available to Contractor's employees without charge, as designated by Engineer.

500.04 Fire Fighting Equipment

- A. Adequate fire fighting equipment shall be provided by Contractor and made available at the work area at all times.
- B. Obtain a welding, cutting, and burning permit from the Terminal 4, Administration Building prior to start of any flame welding, cutting, or burning work. In addition, notify the Terminal 4, Administration Building prior to beginning each flame welding, cutting, or burning operation.

500.05 Pumping

Contractor shall provide, maintain, and operate pumping equipment to properly drain areas where necessary.

500.06 Staging, Parking, and Work Area

- A. Staging and parking areas near the work site will be designated by the Engineer.
- B. Contractor's operation and movement within the staging, parking, and work areas shall be in strict conformance with Port rules and regulations.
- C. Employees' vehicles shall be parked in the designated parking area. Contractor shall be responsible for transporting workers between the parking area and the work area.

D. Only marked Contractor owned or operated vehicles required for proper prosecution of the work will be allowed in the work area. No private passenger vehicles will be admitted.

500.07 Warning Signs and Barricades

- A. Contractor shall install and maintain adequate warning signs and barricades to protect property and personnel in the area of his operations.
- B. Open trenches, excavations, or obstructions shall be marked by barricades which can be seen from a reasonable distance and adequately lighted at night.

500.08 Storage and Protection of Material and Equipment

- A. Engineer will designate the area upon which Contractor may store material and equipment.
- B. Contractor shall protect his materials and equipment from damage, pilfering, etc., and fully relieve Port of this responsibility.
- C. Upon completion of the work, remove unused materials and equipment and restore the area to original condition.

END OF SECTION

Section 01.700 Contract Closeout

700.01 <u>Cleanup</u>

- A. Remove debris from the staging and work area(s) and disposed of in accordance with Disposal, Section 01.010.
- B. Thoroughly sweep paved areas prior to final acceptance.

700.02 <u>Certificates of Final Approval</u>

A. Submit originals or clearly readable copies of certificates of approval from the inspection authority prior to application for final payment.

DIVISION 2 - SITE WORK

<u>Section 02.085</u> <u>Excavation, Removal, and Decontamination of Underground Storage Tanks</u>

PART 1 GENERAL

1.01 Scope

- A. This section covers the proper and safe excavation, removal, decontamination, and ultimate disposal of underground petroleum storage tanks.
- B. The procedures set forth are designed to minimize the immediate and future environmental problems/liabilities associated with this work as well as to ensure compliance with state and federal regulations on underground storage tanks.
- C. Tank fill and vent piping shall be removed under this contract.

1.02 Work Items

The work includes but is not limited to:

- A. Removal and disposal of residual product sludge or rinsate in the tank. Port will ensure that the tank is essentially empty prior to start of work, but some residue shall be expected.
- B. Excavation and removal of the tank.
- C. Disposal of the tank.
- D. Notify the Engineer for taking samples of the soil surrounding the tank.
- E. Backfill and compaction; see Section 02.221.
- F. Pavement repair; see Section 02.575.

1.03 Referenced Standards

A. Oregon Department of Environmental Quality (DEQ)

Oregon Administrative Rules (OAR), Chapter 340:

1. Division 122:

-001 to -110 Hazardous Substance Remedial Action Rules

-201 to -260 Cleanup Rules for Leaking Petroleum UST Systems

2303S 02.085-1

-301 to -360 Numeric Soil Cleanup Levels for Motor Fuel and Heating Oil

2. Division 150:

-010 to -150 Underground Storage Tank Rules

3. Division 160, 162, 163:

-005 to -150 Registration and Licensing Requirements for Underground Storage Tank Service Providers

- B. Environmental Protection Agency (EPA)
 - 1. 40 CFR Parts 280 and 281
 - Federal Register, September 23, 1988, 53 FR 37081
 37212
- C. National Fire Protection Association (NFPA)
 - 1. NFPA 30: Flammable and Combustible Liquids Code
 - 2. NFPA 327: Cleaning and Safeguarding Small Tanks and Containers
 - 3. NFPA 329: Recommended Practice for Handling
 Underground Leakage of Flammable and
 Combustible Liquids
- D. American Petroleum Institute (API)

1. Publication 1604: "Removal and Disposal of Used Underground Petroleum Storage

Tanks"

2. Publication 1628: "Underground Spill Cleanup

Manual"

3. Publication 2015: "Cleaning Petroleum Storage

Tanks"

4. Publication 2015A: "Guide for Controlling the

Lead Hazard Associated with Tank Entry and Cleaning"

5. Publication 2201: "Procedures for Welding or Hot

Tapping on Equipment Containing Flammables"

6. Publication 2202: "Dismantling and Disposing of

Steel from Tanks Which Have Contained Leaded Gasoline"

7. Publication 2209: "Pipe Plugging Practices"

1.04 <u>Submittals</u>

- A. A project involving the removal of underground storage tanks (USTs) must be completely and accurately documented to ensure proper project closure with the DEQ. The Port, or its designated representative, will prepare a final project report describing the UST removal. The Contractor shall assist in this effort by providing to the Engineer such information or documentation specified in Article 3.05 below.
- B. Submit a specific written work plan for the tank being removed giving a detailed account of how Contractor intends to conduct the excavation and removal of the tank. The plans shall give special attention to methods to be used to protect the adjacent building foundations from being undermined and to protect those buildings from damage or movement.

PART 2 PRODUCTS

Not applicable.

PART 3 EXECUTION

3.01 General

- A. Remove asphalt as required to excavate the tank and associated piping.
- B. Dispose of fill and vent piping along with the storage tank.
- C. Follow DEQ regulations and recommended practices for decommissioning and removal of underground storage tanks and other referenced standards identified in Article 1.03 above.

3.02 <u>Pre-Removal Procedures</u>

A. Prior to removal of the tank from the ground, the following procedures must be accomplished.

- Drain and flush all piping into the tank and remove all product residue and/or rinsate from the tank.
- 2. Dispose of waste oil, sludge, and rinsate at a facility approved by the DEQ.
- Submit to the Port documentation of quantity of product disposed of and a receipt from the approved disposal site.
- B. The Port has sampled the product in the tanks. This information is attached.

3.03 Tank Removal Procedures

- A. Follow DEQ regulations and recommended practices for decommissioning and removal of underground storage tanks and other referenced standards identified in Article 1.03 above.
- B. CAUTION: Special care shall be taken to not endanger the stability and integrity of adjacent building foundations. Any damage or movement shall be repaired by Contractor at no expense to the Port.
- C. Contractor shall be responsible for maintaining the excavation in safe condition as long as the excavation remains open.

3.04 <u>Inspection and Sampling</u>

- A. If the site of the tank removal is found to have a release of product, immediately notify the Engineer.
- B. After excavation and removal of the tank, the Engineer will evaluate the excavation for potential contamination due to leaks from the tank system.
 - An inspection of the excavation for apparent signs of a release and/or contamination of the soil will be made.
 - Soil samples will be taken from the excavation for laboratory analysis for possible contamination. Samples will be analyzed on a rush basis in order to not unduly delay the completion of the project. The Port will provide or arrange required inspection sampling and laboratory services.
 - Contractor will assist in obtaining soil samples, such as from backhoe bucket, etc.
 - 4. Water samples will also be taken if groundwater is found in excavation.

- C. If the visual inspection and/or laboratory results indicate the presence of contamination, additional excavation of soil may be necessary. This work will proceed only under the immediate direction of the Engineer. Payment for this work, if required, will be included in Bid Item 3.
- D. Material found to be contaminated shall be stockpiled at the site designated on the drawings.
- E. Cover the stockpile area with plastic sheeting as required prior to placing any material. Cover completed stockpile with plastic sheeting. Anchor sheeting securely to prevent dislodging by wind.
- F. The excavation shall be backfilled with clean material, only, and at the direction of the Engineer. Suitable fill material is available at Terminal 6, as designated by the Engineer.

3.05 Post-Removal of Tanks

A. Tanks shall be removed from the premises the same day as excavation and removal. Tanks shall be scrapped or landfilled.

B. Final Project Report

- 1. The Port, or its designated representative, will prepare a final project report detailing the UST removal.
- 2. The Contractor shall assist in this effort by providing to the Engineer such information or documentation as necessary, including, but not limited to:
 - a. Copies of receipts from disposal facility for any residual product, sludge, or rinsate removed from the tank.
 - b. A certified and notarized letter and/or bill of sale must be included if the tank was sent or sold for scrap. If the tanks are landfilled, documentation must be included in the report to substantiate that fact.
 - c. Copies of receipts from the approved disposal facility for disposal of contaminated soil or other materials,
 - d. Copies of correspondence relating to the above items in the tank removal project.

- e. Copies of licenses issued to the firm, or individuals within the firm, by DEQ or other regulatory agency for any of the following, as appropriate:
 - (1) Tank Services Provider
 - (2) Supervision of Tank Installation and Retrofitting
 - (3) Supervision of Tank Decommissioning
 - (4) Supervision of Tank System Tightness Testing
 - (5) Supervision of Cathodic Protection System Testing
- f. Any other information available regarding this project, including tank and piping decommissioning and removal procedures used, etc.

3.06 Contractor Qualifications

- A. Underground storage tank removal and disposal shall be accomplished by a firm which specializes in this type of work as a major part of its business.
- B. Contractor shall provide a DEQ licensed supervisor for all phases of the tank removal operation. Submit evidence of licensing by the DEQ according to the provisions of OAR Chapter 340, Divisions 160, 162, and 163 for the firm and for individuals responsible for supervising work at the project site. Also submit evidence of the firm's experience, including names and addresses of previous customers.
- C. The Port reserves the right to approve the underground storage tank removal firm based on Port staff review of its experience and references.

3.07 Notifications

A. Notify the Engineer prior to removal of underground storage tanks. The Engineer will be present to observe tank removal. The Port will take independent soil and water samples as necessary for laboratory testing according to applicable regulations.

- B. Notify the Engineer immediately if soil contamination is discovered which indicates a release of petroleum products, paint, or other contaminants to the environment.
- C. Notify Engineer if groundwater is found in the excavation.

3.08 <u>Disposal</u>

A. Dispose of tanks and waste materials in accordance with Section 01.010, Article 010.06 of these specifications. Disposal must be documented as specified in Article 3.05 above before final payment is made.

END OF SECTION

Section 02.221 Excavating, Backfilling, and Compacting

PART 1 GENERAL

1.01 <u>Scope</u>

A. This section covers excavating and backfilling required for removal of underground storage tank.

PART 2 PRODUCTS

2.01 <u>Excavation</u>

A. All material, regardless of condition, excavated from subgrade to the bottom of the excavation; or, where there is no subgrade, from original ground to the bottom of the trench.

2.02 Unsuitable

A. Material that is not usable for backfill or trench bottom as determined by Engineer.

2.03 Backfill

- A. Native: Approved excavated material.
- B. Imported
 - Clean fill material is available without charge at Terminal 6 as designated by Engineer. Material is dredge sand.
 - 2. Crushed aggregate: OSHD, Section 703.07, 1 1/2" 0", 1" 0", or 3/4" 0".

PART 3 EXECUTION

3.01 <u>Excavation</u>

A. Dig as required to remove the underground fuel storage tank. Minimize existing pavement removal as much as practicable.

23035 02.221-1

- B. Open excavation to allow satisfactory prosecution and inspection of project, but so as not to endanger adjacent building.
- C. Contractor shall notify the utility companies prior to working around utility lines. Engineer will coordinate any required deactivation of water and power lines.

3.02 Excavation Below Grade

- A. Excavation made below grade inadvertently or without authority shall be restored to grade at no added cost to Port.
- B. Engineer will determine the depth of removal of unsuitable but uncontaminated soil.
- C. Unsuitable but uncontaminated material shall be disposed of off Port property.

3.03 <u>Dewatering</u>

- A. Notify Engineer if water is present in excavation. Proceed only under direction of Engineer.
- B. Keep excavation free from water.
- C. Provide adequate pumping and piping equipment to handle and dispose of water, if required.
- D. Provide adequate screens or plugs to prevent objectionable material from entering pipe.

3.04 Sheeting and Bracing

- A. Provide sheeting and bracing as required to prevent caving or sloughing of excavation walls, particularly adjacent to building foundations.
- B. Solid-sheet excavation, if necessary.
- C. Remove sheeting and bracing from excavation before or during backfilling operations unless directed otherwise.

3.05 <u>Backfill and Compaction</u>

- A. Notify Engineer at least 24 hours in advance of any backfilling.
- B. Backfill with native material and imported material as specified by Engineer.
- C. Solidly ram and tamp layers of backfill into spaces around structures reasonably equally. Avoid displacement of structures.
- D. Raise the backfill level uniformly.
- E. Compact backfill deeper than 4 feet below subgrade to 92 percent of maximum density as measured by AASHTO T-180, unless directed otherwise.
- F. Compact the backfill from subgrade to a depth of 4 feet below subgrade to 95 percent of maximum density as measured by AASHTO T-180, unless directed otherwise.
- G. In-place density tests will be made according to ASTM D2922-71 or D1556-68.
- H. Flooding with water and compaction with vibrator under flowing water will be allowed at Engineer's discretion. Compact to 95 percent of maximum density as measured by AASHTO T-180.

Section 02.575 Pavement Repair

PART 1 GENERAL

1.01 <u>Scope</u>

Replacement of pavement removed for underground fuel tank excavation.

1.02 <u>Referenced Standards</u>

AASHTO American Association of State Highway and Transportation Officials

ASTM American Society for Testing and Materials.

OSHD Oregon State Highway Division - "Standard Specifications for Highway Construction - 1984." Sections are referenced.

PART 2 PRODUCTS

2.01 Aggregate Base

In accordance with OSHD Subsection 703.07, 1" - 0" or 3/4" - 0".

2.02 <u>Asphalt Concrete</u>

- A. In accordance with OSHD Section 403, Class C mix.
- B. Asphalt cement, Type AC-15.

2.03 Tack Coat

In accordance with OSHD Subsection 407.11, CRS-1, CSS-1 or CSS-1h.

PART 3 EXECUTION

3.01 General

- A. Replace excavated asphalt concrete and aggregate base with new material. Repair or replace pavement damaged by Contractor. Install new pavement where existing pavement was removed to allow for excavation.
- B. Replace and install new asphalt concrete and aggregate base 3 inches thick and 8 inches thick respectively.

3.02 <u>Backfill</u>

- A. Compact the top 12 inches of backfill to 95 percent of the maximum dry density as determined by AASHTO T-180.
- B. Trim the top of the backfill to within 0.05 foot of the original bottom of aggregate base.

3.03 Aggregate Base

- A. Obtain Engineer's acceptance of foundation layer for aggregate base before beginning construction of aggregate base.
- B. Compact to 95 percent of maximum dry density as determined by AASHTO T-180.

3.04 Asphalt Concrete Surfacing

- A. Obtain Engineer's acceptance of foundation layer for asphalt concrete surfacing before beginning construction of asphalt concrete surfacing.
- B. Sawcut and remove asphalt around excavation a minimum one foot back on solid base. Remove asphalt to obtain a rectangular patch.
- C. Tack pavement surfaces that will be in contact with new asphalt concrete.
- D. Place and compact asphalt concrete to a minimum of 95 percent of laboratory density as determined by ASTM D-1559.
- E. Asphalt and sand seal all edges where new asphalt concrete meets existing pavement.

HAHN AND ASSOCIATES, INC. ENVIRONMENTAL MANAGEMENT



ENGINEERING SERVICES
LLOYD BLDG.

December 27, 1990

Mr. Russ Korvola Port of Portland Box 3529 Portland, Oregon 97208

HAI Project # 1533

SUBJECT: Port of Portland, Terminal 4, OTC Gear Locker UST Decommissioning

Dear Mr. Korvola:

As you requested I have enclosed a copy of the original analytical results received from Pacific Environmental Laboratory, Inc.

If there are any comments or questions, please contact the undersigned.

Sincerely,

John Aniello

Environmental Scientists

enclosure

Pacific environmental casoratory nc	
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9405 S.W. Nimbus Ave. Beaverton, OR 97005 (503) 644-0660 Fax (503) 644-2202

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Laboratorync (503) 644-0660 Fax (503) 644-2202											F	Plea	se b	ill H	lahr	an	d As	ssoc	iate	s, In	ıc.								
COMPANY Hahn and Associates					دى	PROJECT NAME TERS NS POPE PA									LAB PROJECT NO. 90-3608														
PROJECT MANAGER John Angle / Phil Ralston																													
COLLECTED BY John A ., ello / Ph. 1 Rulston					P.O NUMBER										•	RUSH		\	ES	(2)	, NO								
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PEL NO.	SAMPLE I.D.	DATE	TIME		AMPLE CRIPTION		WATER	OTHER	NUMBER OF CONTAINERS	HALOGENATED VOLATILES 601/8010	BTE X 602:8020	VOLATRES 6248240	HCID/FUEL SCAN	TPH - GASOLINE	1PH - DIESEL	TPH - 418.1	SEMI-VOLATILES 625/8270	PCB's 608.8080	CHLORINATED PESTICIDES 608/80/80	Remainstant Chich P&	Total Cadmin-			Solvent Scan			Я	EMARKS	
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December 17, 1990

Hahn & Associates, Inc. 434 N.W. Sixth Avenue Suite 203 Portland, OR 97209

Attn: Phil Ralston

Re: JOB #1533 1377

PROJECT - TFRJNS POPEPA

PEL #90-3608

Enclosed is the lab report for your samples which were received on November 27, 1990.

I. Sample Description

Two Liquid Samples

The samples were received under a chain of custody.

The samples were received in containers consistent with EPA protocol.

II. Quality Control

No project specific QC was requested. In-house QC data is available upon request.

III. Analytical Results

Test methods may include minor modifications of published methods such as detection limits or parameter lists. Solid and waste samples are reported on an "as received" basis unless otherwise noted.

Compounds not detected are listed under results as ND.

Sincerely,

Howard Holmes Lab Manager

QA/QC Manager



PEL REPORT NUMBER: 90-3608

CLIENT:

Hahn & Associates, Inc.

JOB REFERENCE:

1533 1377

PROJECT:

TFRJNS POPEPA

DATE:

December 17, 1990

ITEMS:

Two Liquid Samples

Total Petroleum Hydrocarbons per EPA 418.1 METHOD:

Results in percent

Sample I.D.

<u>TPH</u>

1533

95-100%

Lab Blank

ND

Detection Limit

5 (ppm)

METHOD:

PCB's per EPA 8080

Results in mg/kg (ppm)

Sample I.D.	PCB's
1533	ND
1377	23
Lab Blank	ND
Detection Limit	1.0

Total Metals per Standard Method 302 F, EPA 6010 METHOD:

Results in mg/kg (ppm)

Sample I.D.	<u>Cadmium</u>	Chromium	<u>Lead</u>
1533	ND	ND	21
Lab Blank	ND	ND	ND
Detection Limit	1	1	5



PEL REPORT NUMBER: 90-3608

CLIENT:

Hahn & Associates, Inc.

JOB REFERENCE:

Hahn & Ass 1533 1377

PROJECT:

TFRJNS POPEPA

DATE: ITEMS: December 17, 1990

Two Liquid Samples

		Detection
Compound	<u>1533</u>	<u>Limit</u>
_		
Benzene	ND	50
Bromodichloromethane	ND	50
Bromoform	ND	50
Carbon Tetrachloride	ND	50
Chlorobenzene	ND	50
2-Chloroethylvinyl ether	ND	100
Chloroform	ND	50
Dibromochloromethane	ND	50
Dichlorobenzenes	ND	50
1,1-Dichloroethane	ND	50
1,2-Dichloroethane	ND	50
1,1-Dichloroethene	ND	50
1,2-Dichloroethene	ND	50
1,2-Dichloropropane	ND	50
trans-1,3-Dichloropropane	ND	100
cis-1,3-Dichloropropene	ND	100
Ethyl Benzene	ND	50
Methylene Chloride	ND	50
1,1,2,2-Tetrachloroethane	ND	100
Tetrachloroethene	ND	50
Toluene	71	50
1,1,1-Trichloroethane	200	50
1,1,2-Trichloroethane	ND	50
Trichloroethene,	ND	50
Trichlorofluoromethane	ND	100
Xylene	65	50
-		



PEL REPORT NUMBER: 90-3608

CLIENT:

Hahn & Associates, Inc.

JOB REFERENCE:

PROJECT:

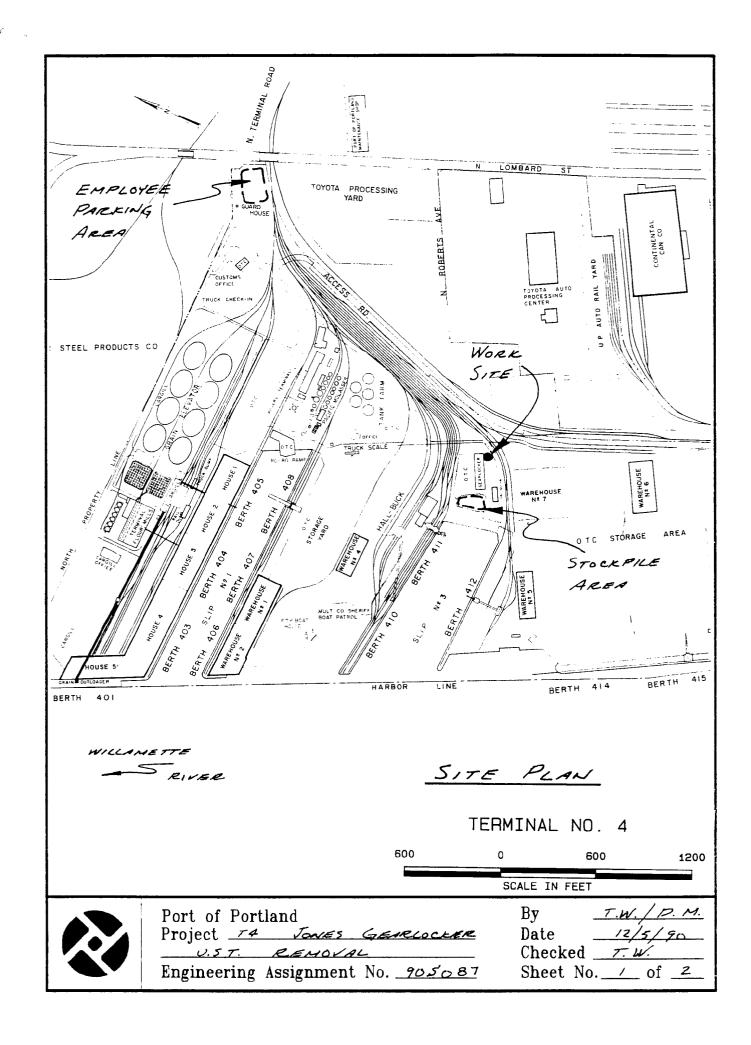
1533 1377 TFRJNS POPEPA

DATE: ITEMS: December 17, 1990 Two Liquid Samples

Solvents per Modified EPA 3810 (GC/MS) METHOD:

Results in mg/L (ppm)

		Lab	Detection
Compound	<u> 1377</u>	<u>Blank</u>	<u>Limit</u>
Danaga	MD		0.2
Benzene	ИD	ND	0.2
Bromodichloromethane	ND	ND	0.2
Bromoform	ND	ND	0.2
Carbon Tetrachloride	ND	ND	0.2
Chlorobenzene	ИD	ND	0.2
2-Chloroethylvinyl ether	ND	ND	0.4
Chloroform	ND	ND	0.2
Dibromochloromethane	ND	ND	0.2
Dichlorobenzenes	ND	ND	0.2
1,1-Dichloroethane	ND	ND	0.2
1,2-Dichloroethane	ND	ND	0.2
1,1-Dichloroethene	ND	ND	0.2
1,2-Dichloroethene	ND	ND	0.2
1,2-Dichloropropane	ND	ND	0.2
trans-1,3-Dichloropropane	ND	ND	0.4
cis-1,3-Dichloropropene	ND	ND	0.4
Ethyl Benzene	ND	ND	0.2
Methylene Chloride	ND	ND	0.2
1,1,2,2-Tetrachloroethane	ИD	ND	0.4
Tetrachloroethene	ND	ND	0.2
Toluene	ND	ND	0.2
1,1,1-Trichloroethane	ND	ND	0.2
1,1,2-Trichloroethane	ND	ND	0.2
Trichloroethene,	ND	ND	0.2
Trichlorofluoromethane	ND	ND	0.4
Xylene	ND	ND	0.2
			3.2



APPROXIMATE
LOCATION OF
TANK 12' X 4'.

NOTE: MEASURHENTS SHOWN ARE
APPROXIMATE AND WERE
DERIVED BY AN ABOVE
GROUND SURVEY WITH
METAL DETECTION EQUIPHENT.
CONTRACTOR SHALL FIELD VERIEY.

WORK SITE PLAN
N.T.S.



Port of Portland
Project 74 Jones George CERR

U.S.T. REMOUND

Engineering Assignment No. 20 5087

Engineering Assignment No. 905087

By <u>T.W./D.M.</u>

Date <u>/z/5/90</u>

Checked <u>T.W.</u>

Sheet No. <u>z</u> of <u>z</u>